RECENT IMPORTANT DECISIONS

ATTORNEY AND CLIENT—ATTORNEY'S CHARGING LIEN.—Having agreed by contract to pay his attorney fifty percent of the proceeds recovered, the client, while suit was pending, and without the consent of his attorney, settled with the defendant for $30. The attorney then gave notice of his claim to the defendant, and the district court, after hearing the case, gave judgment to the plaintiff attorney for $100. There was a statute (N. J. LAWS OF 1914, ch. 201, p. 410) which gave a lien to an attorney on the proceeds of a settlement out of court. *Held,* the action of the district court was unwarranted, in the face of the written contract, which entitled the attorney to only fifty percent of the settlement. *Levy* v. *Public Service Ry. Co.* (N. J. 1916), 98 Atl. 847.

It has been said that the attorney's charging and possessory liens were unknown at the common law, but as far back as *Reed* v. *Dupper* (1795), 6 T. R. 361, they were recognized by Lord KENYON; see also the reference to such liens in the recent case of *Prichard* v. *Fulmer* (New Mex., 1916), 159 Pac. 39. Of recent years such liens have been largely regulated by statute. In the absence of notice to the adverse party, and of a statute protecting the lien, the parties generally may compromise or settle a cause of action before judgment, regardless of the rights of the attorneys, unless the compromise or settlement was for the purpose of depriving the attorneys of their fees. *Kaufman* v. *Keenan,* 2 N. Y. Supp. 395. If the settlement, however, provides for the lien, it will be upheld. *Lee* v. *Vacuum Oil Co.,* 126 N. Y. 579, 27 N. E. 1018. After judgment, and after the lien has been properly perfected by notice or otherwise, a compromise cannot prejudice the attorney's right to enforce the judgment to the extent of the lien. 4 CYC. 1020. The tendency of the courts is to protect the attorney, as an officer of the court, even in cases of a settlement by the client before notice by the attorney of his lien. In *Weeks* v. *Wayne Circuit Judges,* 73 Mich. 256, satisfactions of judgments entered by the client were set aside in order to reinstate the attorney's lien, that he might enforce it to the extent of his lien by execution. Some courts have even gone so far as to allow an attorney, having a lien on the cause of action, to proceed to try the case to determine and collect the amount of his fee, after a settlement by his client. *Johnson* v. *McCurry,* 102 Ga. 471. See also *St. Louis etc. Ry. Co.* v. *Blaylock,* 117 Ark. 504, 175 S. W. 1170; *Bell* v. *Commissioners,* 26 Colo. App. 192, 141 Pac. 861. By the strict rule, however, the attorney is left to his action on the quantum meruit in case of settlement before judgment and notice. *Day* v. *Larson,* 30 Ore. 247; *Succession of Carbajal,* 139 La. —, 71 So. 774.

BANKRUPTCY—LIABILITY FOR MALICIOUS INJURY TO PROPERTY NOT DISCHARGED.—Plaintiff pledged stock certificates to defendant, who sold them without the former's authority. Defendant set up his subsequent discharge in bankruptcy as a defense to a suit for such conversion. On the ground